

C I T Y
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Policy for use of
City Recreation Facility Rentals

PUBLIC WORKS DEPARTMENT

JULY 1, 2005

RECREATION FACILITIES USE POLICY

SECTION I

APPLICATION PROCESS

1. A permit to use a facility will be issued provided:
 - a) Issuance will not obstruct or interfere with recreational use;
 - b) The date and time requested have not previously been allocated by permit or assigned to a City function;
 - c) The requested deposits and fees have been paid;
 - d) Appropriate insurance endorsements have been received; and
 - e) A Special Event Permit (where applicable) has been approved.
2. Reservations for use of facilities must be made by an adult 21 years or older by contacting the Public Works Department - Recreation Division located at 1011 Waterfront Drive, 8:00 a.m. to 12:00 noon and 1:00 to 5:00 p.m., Monday-Friday, (707) 441-4241.
3. Reservations will be accepted up to one year in advance. A monthly calendar for the following year will be opened on the first working day of each month. No advance publicity may be done until deposits and signed contract are received and the application approved by the City.
4. Reservations will be confirmed after the City of Eureka receives the deposit. The deposit must be received within 10 working days of the reservation request. The deposit is refundable after the use date and will be returned to the applicant in approximately 30 days unless damages, additional maintenance repairs or

services are assessed. All fees are due thirty (30) calendar days in advance of permit date and must be made payable to the City of Eureka.

5. Cancellations made thirty (30) calendar days or less prior to the event date will result in forfeiture of 100% of the rental fees. Notice of cancellation must be submitted in writing.
6. The organization or group representative who applied for use of the facility must be present at the facility during the time of use. The facility cannot be left with a minor in charge.
7. Permission for use of facilities will be granted upon the condition that all rules governing the use of said facilities are followed, all necessary fees and deposits are paid, and insurance documents submitted. Permission for use may be revoked at any time if user fails to do so.
8. The City reserves the right to cancel, reassign or otherwise adjust reservations to comply with the demands of its own programs, community programs, or emergency requirements.

SECTION II

FEES AND CHARGES

In addition to the fixed charges for rental of City facilities, the following charges shall be paid in advance to the City:

1. Cleaning deposit of \$50.00 per event. If the event includes the use of alcoholic beverages, the cleaning deposit shall be \$100.00. If the facility requires any cleaning or repairs after the event, the entire cleaning deposit will be forfeited to the City. Additional service fees may be assessed if damages to facility exceed the

deposit.

2. Cleaning deposits for the Municipal Auditorium are \$50.00 per skating event, and \$250.00 per event for all other activities.
3. Cleaning deposit for the Adorni Center is \$250.00 per event.
4. City staff will be responsible for opening and closing the Cooper Gulch Recreation Center, Municipal Auditorium, Adorni Center and park facilities in accordance with the contract hours at the applicant's expense.

SECTION III

GENERAL POLICY AND CONDITION OF USE

1. Hours of Use - Normal hours of operation are Sunday through Thursday, 8:00 a.m. - 11:00 p.m. Facilities may not be used after 2:00 a.m. on Friday and Saturday. Cleanup must be completed within contracted facility rental hours. Failure to complete the cleanup in a timely manner will result in partial or full forfeiture of deposit.
2. Alcoholic Beverages - Champagne, beer or wine may be served at wedding receptions, dinners or anniversary parties. Food must be made available during the time alcoholic beverages are served and must consist of at least one hot dish such as beans, spaghetti, stew, etc., and bread. Necessary permits and insurance required by the State Department of Alcoholic Beverage Control will be required. Permits and insurance must be on file with the City at least thirty (30) days prior to the event.
3. Insurance - All events require that the applicant provide insurance certificate and endorsement. If you provide your own insurance, both certificate and endorsement may be completed on City forms

which are available upon request. Insurance is available for purchase through the City of Eureka. The City has various categories of required insurance coverage depending on the type of event. Insurance documents must be filed with the City at least two weeks prior to event.

4. Responsibility of Users - Users of recreation facilities shall be responsible for damage or theft of City property during the period of use. Any user group failing to exercise proper care and responsibility may be denied future use of City facilities.
5. Special Services - Special police, fire, custodial and staff services that may be necessary shall be provided at the applicant's expense. The estimated charge for such service shall be paid in advance and shall be in addition to the rental charge for use of the facility. Actual charges may vary from those estimated; adjustments will be made to reflect actual costs.
6. Right to Enter - In granting a use agreement for any facility or building, the City of Eureka does not relinquish and does retain the right of control and management thereof. The Public Works Director or designated representatives may enter the premises at any time and on any occasion.
7. Hold Harmless - Holders of any contract for the use of a public building or facility shall agree to waive, release, and discharge any and all claims for damages for death, personal injury or property damage which may have, or which hereafter accrue, against the City as a result of facility rental. This release is intended to discharge the City, its officers, officials, employees and volunteers, any other involved municipalities or public agencies from and against any liability arising out of or connected in any way with facility rental, even though that liability may arise out of the negligence or carelessness on the part of the persons or agencies mentioned above. The contract holder assumes full responsibility for the

character, acts, and conduct of all persons admitted to the premises or to any part of said building by the consent of user's representatives.

8. The requesting group or party shall comply with requirements of the State Health and Safety Code, City Ordinances, policies, fire and police policies, and any other applicable laws.
9. Decorations must be fireproof or of fire retardant materials. No staples, tacks or nails can be used. No tape is allowed on painted walls, and no masking tape can be put on frames that surround the doors and windows; scotch tape only. Helium balloons must be anchored. No decorations are allowed outside the building. All decorations must be removed immediately following the event. **Birdseed, rice or confetti may not be thrown inside or outside the facility.**
10. No meetings or entertainment shall be held for the purpose of advancing any doctrine or theory subversive to the government and constitution of the United States.
11. Cleanup - Users are responsible for cleaning the facility before leaving. Cleanup includes depositing all trash in trash containers, sweeping and mopping the floors of spilled food or refreshments, cleaning the kitchen if used including the stove and refrigerator. No food is to be left in the refrigerator.
12. Users are also responsible for security of the facility if no building attendant is on duty. Renters must double check to see that all doors and windows inside and out are secure.
13. Except for the Municipal Auditorium, the Adorni Center and Wharfinger Building, no building shall be used for commercial purposes. This does not eliminate the use of public facilities by commercial groups for non-commercial uses. The rental rate for commercial ventures shall be 5 percent (5%) of gross revenue including con-

cessions, or the base rental rate, whichever is greater. Non-profit fundraisers by private promoters shall yield 5% of gross revenue including concessions and memorabilia to the non-profit agency in order to be eligible for a discounted rental rate. Commercial ventures must return all unsold tickets to City for rental reconciliation.

14. Glass bottles are prohibited at City facilities.
15. Agreements to use the building or facility shall be on an as-is basis. Additional equipment not supplied by City of Eureka will be the responsibility of the renter. The user shall pay all expenses connected with the employment of help or outside assistance in the handling of all things connected with such use and shall remove this property from the building immediately at the end of the contracted time. Violation of this will result in additional rental fees.
16. Any and all damage will be charged against the user. Willful damage or damages caused by the neglect or carelessness of the user will cause cancellation of all further use privileges.
17. All cooking or preparation of food shall be done in the kitchen only.
18. Lost articles will not be the responsibility of the City of Eureka.

SECTION IV

GROUP CLASSIFICATIONS ELIGIBLE FOR DISCOUNTED RATES

The following groups will be allowed a 50% rental discount applicable to the Base Rental Rate:

1. Government Agencies and Schools - Public supported and/or affiliated. Any admission charged must be beneficial towards the community. Personnel fees will be charged for services involving the use of the Municipal Auditorium, Adorni Center, Wharfinger

Building or other City facilities as required.

2. Non-profit Groups - Groups which include non-profit, non-restrictive clubs, civic or service organizations which perform a service to the City of Eureka and proceeds from fundraisers which will benefit Eureka individuals or groups. Groups must provide proof of non-profit status upon request. Personnel fees will be charged for services involving use of the Municipal Auditorium, Adorni Center or other City facilities as required.
3. Reciprocity - Notwithstanding the above, agencies that provide building facilities to the City of Eureka free of charge or at a reduced rate shall be allowed to use City buildings free of charge or at an equivalent rate to that charged to the City, not to exceed the Base Rental Rate.

A youth group classification eligible for special discounted rate at the Adorni Center:

4. Youth Non-Profit - Groups whose use of the Adorni Center is to provide service to community youth or whose proceeds from fundraisers at the Center will benefit youth. Groups must provide proof of non-profit status upon request.

Event Classifications Eligible for Fee Waiver:

5. Special events that benefit the community and are open to the general public free of charge (i.e. Veteran's Day Program).